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2 Nevada Bar #003419  
3 3017 West Charleston Blvd., #95  
4 Las Vegas, NV 89102  
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7 Attorney for Plaintiff  
8 mgliner@glinerlaw.com

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

9 MARVIN KATZ )  
10 )  
11 Plaintiff, ) Case No.  
12 )  
13 vs. )  
14 )  
15 BANK OF AMERICA, N.A. and )  
16 SPECIALIZED LOAN SERVICING LLC )  
17 )  
18 Defendants. )  
19 )  
20 )  
21 )  
22 )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )

COMPLAINT  
JURISDICTION

1. The jurisdiction of this Court attains pursuant to the FDCPA, 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331, 28 U.S.C. § 1332, and the doctrine of supplemental jurisdiction. Venue lies in the Southern Division of the Judicial District of Nevada as Plaintiff's claims arose from acts of the Defendants perpetrated therein.

PRELIMINARY STATEMENT

2. This action is instituted in accordance with and to remedy Defendants' violations of the Federal Fair Debt Collection Practices Act, 15 U.S.C § 1692 et seq. (hereinafter "FDCPA"), state law obligations brought as supplemental claims hereto and violations of the Fair Credit Reporting Act, 15 U.S.C § 1681 *et seq.* ("FCRA").

PARTIES

3. Plaintiff, Marvin S. Katz, is a natural person who resides in Las Vegas, Nevada, and is a "consumer" as defined by 15 U.S.C. Section 1692a(3) and allegedly owes a "debt" as defined by 15 U.S.C. Section 1692a(5). Plaintiff is a resident and citizen of the State of Nevada and of the United States. Plaintiff is also a "consumer" as defined by § 1681a(c) of the FCRA.

4. Defendant, Specialized Loan Servicing LLC ("SLS"), is a foreign limited-liability company, whose principal purpose of business is the collection of debts, operating a debt collection agency from its principal place of business in Highlands Ranch, Colorado, and regularly collects or attempts to collect debts owed or due or asserted to be owed or due another, and is a "debt collector" as defined by 15 U.S.C. Section 1692a(6).

5. Defendant, Specialized Loan Servicing LLC ("SLS"), is also a furnisher of information as contemplated by FCRA § 1681s-2(a) & (b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

6. Defendant, Bank of America, N.A. (BOA), is an international banking and financial services entity.

FACTUAL ALLEGATIONS

7. Plaintiff repeats, realleges and asserts all factual allegations contained in the preliminary statement to this Complaint and reasserts them as incorporated in full herein.

8. Plaintiff's grievous ordeal is defined by BOA's stolid maliciousness in illegally assigning for aggressive collection a *fully resolved* 100K mortgage account.

9. SLS's knowing and atrocious attempts to extort Plaintiff, at the direct behest of BOA, include the illicit generation and transmittal to the IRS of *a fraudulent 1099 in excess of \$125,000* (Exhibit A).

10. Defendants' abominable conduct has continued notwithstanding Plaintiff's serial, precisely documented entreats for compassion.

1           11.     On July 29, 2009 Plaintiff and BOA entered into a Short Sale on Plaintiff's  
2 property.

3           12.     Plaintiff executed a \$10,000 Promissory Note in favor of BOA and has timely  
4 made all payments.

5           13.     Plaintiff provided a \$7,300 final payoff.

6           14.     Plaintiff was provided a final Escrow Statement on August 27, 2009.

7           15.     Notwithstanding, on May 1, 2013 BOA maliciously assigned Plaintiff's account  
8 to SLS.

9           16.     SLS advised Plaintiff he owed in excess of \$132,000.

10          17.     Plaintiff contacted SLS numerous times advising it of the account's 2009 full  
11 settlement.

12          18.     Notwithstanding Plaintiff's multiple disputes, SLS reported a \$100,000 charge-  
13 off on Plaintiff's credit profile.

14          19.     Plaintiff's first learned of Defendant's \$100,000 charge-off shortly after January  
15 16, 2014 when he was rejected for financing (Exhibit B).

16          20.     On March 27, 2014 SLS *blithely* advised Plaintiff's cancelled debt was *reduced* to  
17 \$124,699 (Exhibit C).

18          21.     Exhibit C references a non-existent June 11, 2013 payoff.

19          22.     On December 4, 2014 Plaintiff disputed SLS's reporting of its \$100,000 charge-  
20 off (Exhibit D).

21          23.     Exhibit D contained BOA's own confirming correspondence, the \$10,000  
22 promissory note, the final escrow statement and various prior written disputes provided by  
23 Plaintiff.

24          24.     However, on December 15, 2014 SLS "verified" its reporting of Plaintiff's  
25 purported \$100,000 charge-off (Exhibit E).

26          25.     A copy of Plaintiff's December 4, 2014 dispute was mailed to SLS.

27          26.     On December 9, 2014 SLS promised Plaintiff a response within "30 business  
28 days" (Exhibit F).

1           27. Plaintiff has not since heard from either BOA or SLS.

2           28. The foregoing acts and omissions of Defendants were undertaken by them  
3 willfully, maliciously, and intentionally, knowingly, and/or in gross or reckless disregard of the  
4 rights of Plaintiff.

5           29. Indeed, the foregoing acts and omissions of Defendants were undertaken by them  
6 indiscriminately and persistently, as part of their regular and routine debt collection efforts, and  
7 without regard to or consideration of the identity or rights of Plaintiff.

8           30. As a proximate result of the foregoing acts and omissions of Defendants, Plaintiff  
9 has suffered actual damages and injury, including, but not limited to, stress, humiliation, mental  
10 anguish and suffering, and emotional distress, for which Plaintiff should be compensated in an  
11 amount to be proven at trial.

12           31. As a result of the foregoing acts and omissions of Defendants, and in order to  
13 punish Defendants for their outrageous and malicious conduct, as well as to deter them from  
14 committing similar acts in the future as part of their debt collection efforts, Plaintiff is entitled to  
15 recover punitive damages in an amount to be proven at trial.

16  
17 CAUSES OF ACTION

18 COUNT I

19           32. The foregoing acts and omissions of SLS constitute violations of the FDCPA,  
20 including, but not limited to, Sections 1692c, 1692d, 1692e, 1692f and 1692g.

21           33. Plaintiff is entitled to recover statutory damages, actual damages, reasonable  
22 attorney's fees, and costs.

23 COUNT II

24           34. The foregoing acts and omissions of Defendants constitute unreasonable debt  
25 collection practices in violation of the doctrine of Invasion of Privacy. *Kuhn v. Account Control*  
26 *Technology, Inc.*, 865 F. Supp. 1443, 1448-49 (D. Nev. 1994); *Pittman v. J. J. Mac Intyre Co. of*  
27 *Nevada, Inc.*, 969 F. Supp. 609, 613-14 (D. of Nev. 1997).

COUNT III

37. Plaintiff is entitled to recover actual damages as well as punitive damages in an amount to be proven at trial.

## COUNT IV

39. Plaintiff is entitled to recover actual damages as well as punitive damages in an amount to be proven at trial.

## JURY DEMANDED

WHEREFORE, Plaintiff prays that this Honorable Court grant the following relief:

1. Award actual damages.
2. Award punitive damages.
3. Award statutory damages of \$1,000 pursuant to 15 U.S.C. § 1692k.
4. Award reasonable attorney fees.
5. Award costs.
6. Grant such other and further relief as it deems just and proper.

Respectfully submitted,

Page 5

+ 0464792 000010611 0959CD-0066848  
MARVIN S KATZ  
8517 SHERWOOD PARK DRIVE  
LAS VEGAS NV 89131-1760



Property Located:  
5716 BRECKENRIDGE ST  
NORTH LAS VEGAS NV 89081

SC0104-000

### Instructions for Debtor

You received this form because a Federal Government agency or an applicable financial entity (a lender) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that either is or is deemed to be a discharge of a debt of \$600 or more. If a creditor has discharged a debt you owed, you are required to include the discharged amount in your income, even if it is less than \$600, on the "Other income" line of your Form 1040. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, such as bankruptcy and insolvency. See Pub. 4681, available at IRS.gov, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year.

**Account number.** May show an account or other unique number the creditor assigned to distinguish your account.

**Box 1.** Shows the date the earliest identifiable event occurred or, at the creditor's discretion, the date of an actual discharge that occurred before an identifiable event. See the code in box 6.

**Box 2.** Shows the amount of debt either actually or deemed discharged. **Note.** If you do not agree with the amount, contact your creditor.

**Box 3.** Shows interest if included in the debt reported in box 2. See Pub. 4681 to see if you must include the interest in gross income.

**Box 4.** Shows a description of the debt. If box 7 is completed, box 4 also shows a description of the property.

**Box 5.** Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, at the time of the last modification. See Pub. 4681 for reporting instructions.

**Box 6.** May show the reason your creditor has filed this form. The codes in this box are described in more detail in Pub. 4681: A—Bankruptcy; B—Other judicial debt relief; C—Statute of limitations or expiration of deficiency period; D—Foreclosure election; E—Debt relief from probate or similar proceeding; F—By agreement; G—Decision or policy to discontinue collection; H—Expiration of nonpayment testing period; or I—Other actual discharge before identifiable event.

**Box 7.** If, in the same calendar year, a foreclosure or abandonment of property occurred in connection with the cancellation of the debt, the fair market value (FMV) of the property will be shown, or you will receive a separate Form 1099-A. Generally, the gross foreclosure bid price is considered to be the FMV. For an abandonment or voluntary conveyance in lieu of foreclosure, the FMV is generally the appraised value of the property. You may have income or loss because of the acquisition or abandonment. See Pub. 4681 for information about foreclosures and abandonments. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

**Future developments.** For the latest information about developments related to Form 1099-C and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/form1099c](http://www.irs.gov/form1099c).

☒ CORRECTED (if checked)

CREDITOR'S name, street address, city or town, province or state, country, ZIP, or foreign postal code, and telephone number SPECIALIZED LOAN SERVICING LLC P.O. BOX 636005 LITTLETON, CO 80163-6005 Customer Care Number: 800-315-4757 Customer Care Hours: 6:00am - 6:00pm (MST)		OMB No. 1545-1424 <b>2013</b> Form 1099-C		Cancellation of Debt
CREDITOR'S Federal identification number 33-1050584	DEBTOR'S identification number XXX-XX-2367	1 Date of identifiable event 06/11/13	2 Amount of debt discharged \$ 125224.23	
DEBTOR'S name, street address (including apt. no.), city or town, province or state, country, and ZIP or foreign postal code Marvin S Katz 8517 Sherwood Park Drive Las Vegas NV 89131-1760		3 Interest if included in box 2 \$ 33340.90	4 Debt description MORTGAGE	<b>Copy B For Debtor</b> This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.
		5 If checked, the debtor was personally liable for repayment of the debt <input checked="" type="checkbox"/>		
		6 Identifiable event code Account number (see instructions) 1007550541	7 Fair market value of property \$ 0.00	

## Nevada State Bank

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P.O. Box 30160  
Salt Lake City, Utah 84130-0160

### NOTICE OF ACTION TAKEN AND STATEMENT OF REASONS

January 16, 2014

MARVIN S KATZ

8517 SHERWOOD PARK DR  
LAS VEGAS, NV 89131

Application ID: 2,700,919

Dear: MARVIN S KATZ,

Thank you for your recent credit application. We have given your request careful consideration, and regret that we are unable to extend credit to you at this time for the following reasons:

- Serious delinquency
- Proportion of bal. to high credit on bank revolving or all revolving accounts
- Number of accounts with delinquency
- Proportion of loan balances to loan amounts is too high

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and are unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Experian Consumer Assistance  
701 Experian Parkway  
PO Box 2002  
Allen, TX 75013, (888) 397-3742  
[www.experian.com/reportaccess](http://www.experian.com/reportaccess)

**EXHIBIT B**





8742 Lucent Boulevard • Suite 300 • Highlands Ranch, CO 80129

800-315-4757

720-241-7218

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

✕ March 27, 2014

Marvin S. Katz  
8517 Sherwood Park Drive  
Las Vegas, NV 89131

RE: Loan Number: **1007550541**  
5716 Breckenridge Street  
North Las Vegas, NV 89081


Dear Marvin S. Katz,

This letter is in response to correspondence dated February 14, 2014 and received February 21, 2014 by Specialized Loan Servicing ("SLS") regarding the 1099-C statement on the above referenced account.

As requested we have reviewed the account and have identified the amount for canceled debt in the amount of \$124,699.23 as indicated on the 1099-C is accurate. Our records indicate we received the short payoff on June 11, 2013 and the balance remaining was liquidated to zero (\$0). The remaining balance was a cancellation of the debt, and you were not held liable to pay the remaining balance. However, per the Internal Revenue Service ("IRS") guidelines, SLS is required to submit a 1099 Cancellation of Debt Form for any balance that has been cancelled. If you have additional questions regarding the 1099 Cancellation of Debt form, please contact the IRS and/or a tax advisor. A copy of the payment history is enclosed for your review.

If you have any questions regarding this information, please contact Customer Care toll free at 1-800-315-4757, Monday through Friday, 6:00 a.m. until 6:00 p.m. MT or TDD 1-800-268-9419, Monday through Friday, 8:00 a.m. until 5:00 p.m. MT.

Sincerely,

  
Brenna Teller ID # 10644  
Customer Care Support  
Specialized Loan Servicing, LLC

Enclosure(s)

**PLEASE SEE IMPORTANT DISCLOSURE ON FOLLOWING PAGE**



December 4, 2014

**CERTIFIED MAIL**

Equifax Information Services LLC  
P.O. Box 740241  
Atlanta, GA 30374

Re: **MARVIN S. KATZ**

Dear Sir,

This letter is a dispute. I enclosed an excerpt from my recent credit profile (Exhibit 1). My attorney helped me prepare this letter to ensure you would have all of the information you need to appropriately address and resolve my dispute.

I provide my personal information: Spouse: Joan Katz; current address: 7922 Villa Pintura Avenue, Las Vegas, NV 89131; Previous address: 8517 Sherwood Park Drive, Las Vegas, NV 89131; SSN - -2367; date of birth: October 7, 1945.

**Please delete the Specialized Loan Servicing (SLS) account reflected in Exhibit 1. It is an erroneous \$100,000 Charge-Off. The original account was settled with Bank of America (BOA) on July 29, 2009.**

I've attached BOA's July 29, 2009 correspondence confirming a Short Sale on the underlying property (Exhibit 2). The deal required the execution of a \$10,000 Promissory Note (Exhibit 3). I have been timely on all payments under the Note! I've also provided you the August 27, 2009 final Escrow Statement (Exhibit 4). Please note the \$7,300 Payoff reflected in both Exhibits 2 and 4.

Incomprehensibly, BOA assigned this fully settled account to SLS on May 1, 2013 (Exhibit 5). On May 9, 2013 SLS welcomed me aboard (Exhibit 6) and on May 12, 2013 advised me of **\$132,000 in purported debt** (Exhibit 7).

I then wrote SLS on both May 26, 2013 and again on June 7, 2013 (Exhibits 8 and 9) advising it of the 2009 full settlement and satisfaction. Unfortunately, notwithstanding SLS's obvious mistake, in August, 2013 it began falsely reporting a **\$100,000 Charge-Off** on my credit profile. Please now delete the previously fully satisfied, erroneously reported and assigned account.

Thank you in advance for your anticipated courtesy.

Very truly yours,

  
Marvin S. Katz

Enclosures

EXHIBIT D

**CREDIT FILE : August 5, 2014****Confirmation # 4217008505**

**Personal Identification Information** (This section includes your name, current and previous addresses, and any other identifying information reported by your creditors.)

Name On File: Marvin S Katz  
 Social Security #: XXX-XX-2367 Date of Birth: October 7, 1945  
 Current Address: 8517 Sherwood Park Dr, Las Vegas, NV 89131 Reported: 08/2014  
 Previous Address(es): 8250 Point Given St, Las Vegas, NV 89131 Reported: 08/2014  
 8921 Reining Spur Ave, Las Vegas, NV 89143 (702) 647-4012 Reported: 08/2014  
 3908 Linniki St, North Las Vegas, NV 89032 (702) 647-4012 Reported: 03/2011  
 Reported Employment: Operator; Arrowhead;  
 Previous Employment(s): SEC Treas; Bagle Factory; MIA FL; Verified 02/1973  
 Staff Account; Stern And Hartman; MIA FL; Since 09/1972; Verified 02/1973

Please address all future correspondence to:



www.investigate.equifax.com



Equifax Information Services LLC  
 P.O. Box 105314  
 Atlanta GA 30348



(866) 238-6559  
 M - F 9:00am to 5:00pm in your time zone.

In order to speak with a Customer Service Representative regarding the specific information contained in this credit file, you must call **WITHIN 60 DAYS** of the date of this credit file **AND** have a copy of this credit file along with the confirmation number.

**Credit Account Information**

(For your security, the last 4 digits of account number(s) have been replaced by \*). (This section includes open and closed accounts reported by credit grantors)

**Account Column Title Descriptions:**

Account Number - The Account number reported by credit grantor  
 Date Acct. Opened - The Date that the credit grantor opened the account  
 High Credit - The Highest Amount Charged  
 Credit Limit - The Highest Amount Permitted  
 Terms Duration - The Number of Installments or Payments  
 Terms Frequency - The Scheduled Time Between Payments  
 Months Reviewed - The Number of Months Reviewed  
 Activity Designator - The Most Recent Account Activity  
 Creditor Class - The Type of Company Reporting The Account  
 Date Reported - Date of Last Reported Update  
 Balance Amount - The Total Amount Owed as of the Date Reported  
 Status - Condition of Account When Last Updated by Creditor or Otherwise

Amount Past Due - The Amount Past Due as of the Date Reported  
 Date of Last Paymnt - The Date of Last Payment  
 Actual Pay Amt - The Actual Amount of Last Payment  
 Sched Pay Amt - The Requested Amount of Last Payment  
 Date of 1st Delinquency - The Date of First Delinquency  
 Date of Last Actvty - The Date of the Last Account Activity  
 Date Maj Delq Rptd - The Date the 1st Major Delinquency Was Reported  
 Charge Off Amt - The Amount Charged Off by Creditor  
 Deferred Pay Date - The 1st Payment Due Date for Deferred Loans  
 Balloon Pay Amt - The Amount of Final(Balloon) Payment  
 Balloon Pay Date - The Date of Final(Balloon) Payment  
 Date Closed - The Date the Account was Closed

**Account History**  
**Status Code**  
**Descriptions**

1 : 30-59 Days Past Due  
 2 : 60-89 Days Past Due  
 3 : 90-119 Days Past Due  
 4 : 120-149 Days Past Due

5 : 150-179 Days Past Due  
 6 : 180 or More Days Past Due  
 G : Collection Account  
 H : Foreclosure

J : Voluntary Surrender  
 K : Repossession  
 L : Charge Off

**New Century Mortgage** 20 Pacific St 620 Irvine CA 92618-3389

Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification				
195*		03/01/2005	\$225,047	-	30Y	Monthly	1	Paid and Closed					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
05/01/2005	\$0		04/2005		\$1,895		04/2005						05/2005

Status - Pays As Agreed; Type of Account - Mortgage; Type of Loan - Conventional Re Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance;

**Ocwen Loan Servicing, LLC** Attn: Research Dept 12650 Ingenuity Dr Orlando FL 32826-2703 (800) 748-2936

Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification				
3910*		03/01/2006	\$31,900		30Y	Monthly	6	Paid and Closed					
Items As of Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
01/01/2007	\$0		02/2007		\$365		02/2007						03/2007

Status - Pays As Agreed; Type of Account - Mortgage; Type of Loan - Second Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance;

**Specialized Loan Services** 8742 Lucant Blvd Ste 300 Highlands Ranch CO 80129-2385 (720) 341-7200

Account Number		Date Opened		High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification			
100755*		04/24/2006			\$100,000		Monthly	3	Closed				
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
08/31/2013	\$0		06/2013		\$451	07/2008		08/2013	\$99,850				

Status - Charge Off; Type of Account - Line of Credit; Type of Loan - Home Equity Line Of Credit; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Closed At Consumers Request; Charged Off Account;

**Syned Mervyn's** PO Box 955005 Orlando FL 32898-5005 (800) 480-5014

Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification				
604589113017*		03/18/1996	\$0	\$200		Monthly	99	Paid and Closed					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
07/07/2014	\$0												10/2008

Status - Pays As Agreed; Type of Account - Revolving; Type of Loan - Charge Account; Whose Account - Individual Account; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance; Charge;

**Wells FARGO DLH Svc/Wach DLS** D1644-01 V 1451 Thomas Langston R Winterville NC 28590-8872 (800) 288-8004

Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification				
51888032*		11/01/2002	\$14,756		54M		25	Paid and Closed					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
01/01/2005	\$0		12/2004		\$412		12/2004						12/2004

Status - Pays As Agreed; Type of Account - Installment; Type of Loan - Auto; Whose Account - Shared, But Otherwise Undesignated; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance;

**Bank of America****Home Loans**

Mail Stop AZ1-805-03-03  
2505 W. Chandler Blvd.  
Chandler, AZ 85224

Notice Date: July 29, 2009 X

Account No.: 135542732

Marvin S Katz  
8250 Point Given St  
Las Vegas, NV 89131

Property Address:  
5716 Breckenridge Street  
North Las Vegas, NV 89081

**IMPORTANT MESSAGE ABOUT THIS ACCOUNT**

This letter will serve as BAC Home Loans Servicing, LP's demand for payment and advises you that BAC Home Loans Servicing, LP and/or its investors and/or insurers have agreed to accept a short payoff involving the above referenced property and the referenced account(s). This demand should be used by the closing agent as our formal demand statement. No additional statement will be issued. This approval is exclusive to the offer from the buyer referenced in this letter.

**WHAT THIS MEANS TO THE SELLER**

BAC Home Loans Servicing, LP and/or its investors may pursue a deficiency judgment for the difference in the payment received and the total balance due, unless agreed otherwise or prohibited by law, if the short sale closes on the loan referenced above. In addition, if this loan is covered by mortgage insurance, the mortgage insurance company may reserve the right to pursue the seller for the deficiency based on the terms of the mortgage insurance policy. Furthermore, there may be tax consequences associated with entering into a short sale. The seller is encouraged to seek guidance from an independent tax advisor, and/or an attorney, before proceeding with the short sale.

If this short sale is contingent upon BAC Home Loans Servicing, LP and/or its investors receiving a promissory note, we will reserve the right to collect the full amount on the new promissory note which may lead to us pursuing a deficiency on that balance should the need arise. If the short sale does not close, then we will pursue all remedies under our note and mortgage. This offer is contingent upon BAC Home Loans Servicing, LP receiving a properly executed and notarized Promissory Note, if applicable, to this short sale transaction.

The conditions of the approval are as follows:

1. Closing must take place no later than 8/31/2009 or this approval is void. If an extension is requested and/or approved, then per diem interest will be charged through closing.
2. The approved buyer(s) is/are Patricia A. Thelen and Frank A. Thelen and the sales price for the property is \$163,000.00.
3. Another buyer cannot be substituted without the prior written approval of BAC Home Loans Servicing, LP.
4. Closing costs have been negotiated and agreed upon with the authorized agent as of 7/27/2009.
  - a. Total Closing Costs not to exceed \$
  - b. Maximum commission paid \$
  - c. Maximum allowed to the Jr. Lien Holder \$
  - d. Maximum allowed for HOA liens \$ (if applicable).
  - e. Maximum allowed for repairs \$ (if applicable).
  - f. Maximum allowed for termite inspection/repairs \$ (if applicable).

Any additional fees that were not approved on 7/27/2009 will not be covered by and become the sole responsibility of either the agent, the buyer or the seller to pay at closing.

5. Net proceeds to BAC Home Loans Servicing, LP to be no less than \$7,300.00 X
6. The property is being sold in "AS IS" condition. No repairs will be made or be paid out of the proceeds, unless specifically stated otherwise.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

EXHIBIT 2

7. Seller is to contribute \$10,000.00, to assist in the closing of this transaction. This contribution will be in the form of:

a. PROMISSORY NOTE (Signed, notarized and returned at closing): \$10,000.00 X

If a promissory note is required, it must be signed and returned to BAC Home Loans Servicing, LP prior to the close of escrow. It is the responsibility of the closing agent to ensure that the executed and notarized promissory note is returned to BAC Home Loans Servicing, LP.

If a promissory note has already been signed and agreed to between the seller, investor and the Mortgage Insurance Company, a signed certified copy must be provided to BAC Home Loans Servicing, LP at the close of the short sale transaction. It is the responsibility of the closing agent to ensure that BAC Home Loans Servicing, LP receives the copy.

\*\*\* Sales proceeds will be returned if the note has not been received. This will result in a delay of the transaction and/or possible cancellation of this short sale transaction. \*\*\*

b. CERTIFIED FUNDS CONTRIBUTION (Due at closing): \$0.00

8. The sellers will not receive any proceeds from this short sale transaction. If there are any remaining escrow funds or refunds, it will not be returned to the seller; it will be sent to BAC Home Loans Servicing, LP to offset the loss.
9. The property must be free and clear of liens and encumbrances other than those recognized and accounted for in the HUD-1 approval, on which this approval is based.
10. There are to be no transfers of property within 30 days of the closing of this transaction.
11. BAC Home Loans Servicing, LP does not charge the borrower for statement, demand, recording, and reconveyance fees on short payoff transactions. Do not include them in your settlement statement. BAC Home Loans Servicing, LP prepares and records its own reconveyances.
12. Other: All funds must be wired. Any other form of payment of funds will be returned. Payoff funds must be received within 48 business hours of the HUD-1 settlement date.
13. Other: Should the closing be delayed and the Investor/Insurer agree to an extension of the original closing date, the Borrower(s)/Seller(s) will be responsible for any per diem fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. The Borrower(s)/Seller(s) will be responsible for any additional costs or fees over the stated approved amounts.
14. Completed Assignment of Unearned premium and Important Notice Regarding Income Tax Reporting is to be emailed along with the final Settlement Statement.

If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), these proceeds must be disclosed before we will consider the request for short sale. If we receive a check for insurance or miscellaneous proceeds that were not previously disclosed, BAC Home Loans Servicing, LP will have the right to keep the proceeds and apply them to BAC Home Loans Servicing, LP's loss after the short sale. We similarly would have the right to claim the proceeds to offset our losses if it were not previously disclosed and it was sent directly to the borrower.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

Please write your account number on all correspondence.

SPO Approval 8573/10768 12/17/2008

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**WHAT YOU NEED TO DO**

**\*\*\*\*\* IMPORTANT INSTRUCTIONS \*\*\*\*\***

The closing agent must e-mail a certified copy of the final estimated Settlement Statement to your closer 72 hours prior to Closing. You cannot close without final approval of the closing costs.

Payoff funds must be wired unless otherwise specified to:

Bank of America  
275 Valencia Avenue  
Brea, CA 92823  
MRC Acct #12357-47067  
ABA 026-009-593

Reference loan# 135542732 / Marvin S Katz

**WIRES MUST CONTAIN THE LOAN NUMBER, BORROWER'S NAME AND PROPERTY ADDRESS. IF WE CANNOT IDENTIFY THE FUNDS, THEY WILL BE RETURNED.**

**\*\*\*A certified copy of the Final Settlement Statement must be emailed to your closer at the time of closing.**

Upon receipt of the above stated items, BAC Home Loans Servicing, LP will issue a release of lien on its mortgage loan.

BAC Home Loans Servicing, LP appreciates all your efforts and cooperation in this matter. If you have any further questions, please contact our Short Sale Customer Contact Department at 1-866-880-1232.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

Please write your account number on all correspondence.

SPO Approval 8973/10768 12/17/2008



Policy Number:

**ASSIGNMENT OF UNEARNED PREMIUM REFUND**

We have sold 5716 Breckenridge Street, North Las Vegas, NV 89081..	The sale closed on enter date.	
--	--------------------------------	--

I/We the insured hereby request cancellation of the referenced policy effective on the closing date. Please refund the unearned portion of the premium directly to:

BAC Home Loans Servicing, LP  
 Mail Stop AZ1-805-03-03  
 2505 W Chandler Blvd.  
 Chandler, AZ 85224

ATTENTION: Short Sale Customer Contact Department  
 REFERENCE Account No: 135542732

I/We the insured hereby relinquish any claim to these funds.

Thank you for your courtesy and cooperation in this matter.

  
 Marvin S Katz

7-29-09  
 enter date executed

enter date executed

**Important Notice to Seller Regarding Income Tax Reporting**

In connection with the short sale of your mortgage loan and in order to provide you with the total interest paid and/or reported to the IRS at year end, BAC Home Loans Servicing, LP will need your new mailing address. Please complete the information below.

135542732  
 Marvin S Katz

Current Mailing Address

8250 Point Given St.  
 Las Vegas, NV 89131

New Mailing Address

8250 Point Given St.  
 Las Vegas, NV 89131

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

Please write your account number on all correspondence.

SPO Approval 8973/10768 12/17/2008

EXHIBIT B

UNSECURED PROMISSORY NOTE

THIS PROMISSORY NOTE ("Note") is made on 7/29/2009. FOR VALUE RECEIVED, and intending to be legally bound, the undersigned individual(s) (the "Obligor(s)") promise(s) to pay to BAC Home Loans Servicing, LP and/or its assigns, anyone who takes this Note by transfer, including successors and/or assigns (the "Obligee"), the principal sum of Ten Thousand Dollars and No Cents (\$10,000.00).

(A) Amount of Monthly Payments

Beginning on 10/1/2009 my monthly payment will be in the amount of U.S. \$83.33 in 119 equal monthly installments.

(B) Amount of Monthly Payments

Beginning on 9/1/2019 my monthly payment will be in the amount of U.S. \$83.73 in 1 equal monthly installment.

The first installment is due on the 1st day of October, 2009 and subsequent payments are due and payable on the first day of each month thereafter until the principal sum outstanding and any late charges or other amounts due and owing under this Note are paid in full. If on 09/01/2019 (Maturity Date), the Obligor(s) owe amounts under this note, the Obligor(s) will pay those amounts, in full, on that date.

Obligor will make monthly installments payable to BAC Home Loans Servicing, LP and deliver them to:

BAC Home Loans Servicing, LP  
Mail Stop CA6-921-01-09  
450 American Street  
Simi Valley, CA 93065

Attention: Michael Schulte

Or to such other servicer or such other address as Obligee may hereafter designate in writing to Obligor.

Obligor may prepay the unpaid indebtedness hereof at any time in whole or in part without prepayment charge or premium. Obligee will apply partial prepayments to the principal; partial prepayments will not affect the amount or due date of monthly installments, except that the final payment date will occur earlier and the final installment may be smaller than scheduled.

Failure of the Obligor to pay any installment on or before the first day of the month in which it is due means that the Obligor is in default under this Note.

In the event the Obligor fails to make payment of any installment due hereunder by the fifteenth day of the month in which it is due, Obligor agrees to pay a late fee on such installment in the amount of 5% of the regular payment, to the extent not prohibited by applicable law. Installment payments will be applied first to the longest outstanding installment.

In the event the Obligor fails to make payment of any installment due hereunder by the thirtieth day of any month, the entire unpaid balance of this Note plus any unpaid late fees and other sums due hereunder shall at the option of the Obligee become due and payable immediately. The Obligee may exercise this option to accelerate regardless of any prior forbearance, and shall not by any act of omission or commission be deemed to have waived any of its rights or remedies hereunder unless such waiver be in writing and signed by Obligee.

The Obligor consents to the Obligee commencing action on this Note at any time after acceleration in the City and State of North Las Vegas, NV and the Obligor expressly agrees to be bound by the jurisdiction of the appropriate court in the State. In the event the Obligee takes action to collect any sums owing hereunder, the Obligee may also recover from the Obligor all costs of such action, including costs of suit and other expenses in connection therewith, and including attorney's fees for collection, to the extent not prohibited by applicable law. Attorney's fees shall be a reasonable amount not to exceed the maximum amount permissible by state law.

(Page 1 of 2)

EXHIBIT 3

The Obligor hereby waives presentment for payment, protest, demand and notice of nonpayment and agrees that, without affecting Obligor's liability, the Oblige may, without notice, renew or extend the time for payment, or accept partial payments.

This Note shall be the joint and several obligations of all makers, sureties, guarantors and endorsers and shall be binding on them and their successors and assigns. When the context requires, singular nouns and pronouns include the plural.

Unless applicable law requires a different method, any notice to Obligor shall be given by mailing such notice by first class mail addressed to Obligor at the address stated below or to such other address as Obligor may designate by written notice to the address to which payments are made. Obligor shall give such notice within 30 days of any change of address.

In the event any one or more of the provisions contained in this Note shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

This Note and the obligations of the undersigned shall be governed by the laws of the State.

Obligor:.....Marvin S Katz

[Signature]

X Obligor's social security number: \_\_\_\_\_

Obligor:.....

[Signature]

Obligor's social security number: \_\_\_\_\_

Obligor's phone number: \_\_\_\_\_

647 4012  
Day

647 4012  
Evening

Obligor's mailing address:

House Number and Street:

8250 Point Gilman St

City, State, Zip code:

Las Vegas NV 89131

Subscribed and sworn to before me this 13<sup>th</sup> day of August, 2009.

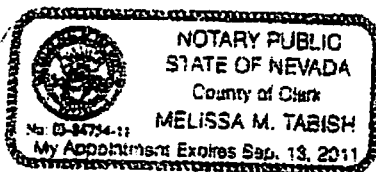
Notary Public

9/13/11  
My Commission Expires

Lender name: BAC Home Loans Servicing, LP

Lender loan number: 135542732

(Page 2 of 2)



**Bank of America** 

**Home Loans**

Mail Stop CA6-921-01-03  
450 American Street  
Sunnyvale, CA 95085

**Notice Date:** July 29, 2009

**Account No.:** 135542732

**Marvin S Katz**  
8250 Point Given St  
Las Vegas, NV 89131

**Property Address:**  
5716 Breckenridge Street  
North Las Vegas, NV 89081

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**IMPORTANT MESSAGE ABOUT THIS ACCOUNT**

Attached is the Unsecured Promissory Note.

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**WHAT YOU SHOULD DO**

The Promissory Note must be properly executed and your signature notarized. The completed document is to be returned to BAC Home Loans Servicing, LP at the close of escrow. It is the responsibility of your agent to ensure that BAC Home Loans Servicing, LP receives the executed and notarized Promissory Note.

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**THANK YOU FOR YOUR BUSINESS**

If you have any questions, please contact your closer at 1232.

or by telephone at 1-866-880-

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

<b>A. Settlement Statement</b>  <div style="text-align: center; font-weight: bold;">First American Title Insurance Company Final Statement</div>		<b>B. Type of Loan</b> 1-5. Loan Type  6. File Number 106-2381380  7. Loan Number  8. Mortgage Insurance Case Number	
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside this closing. They are shown here for informational purposes and are not included in the totals.			
<b>D. Name of Borrower:</b> Patricia A. Thelen, Frank A. Thelen 5716 Breckenridge Street, North Las Vegas, NV 89081			
<b>E. Name of Seller:</b> Marvin S. Katz and Joan R. Katz, as trustees of the Marvin S. Katz and Joan R. Katz revocable trust 8250 Point Given Street Las Vegas, NV 89131			
<b>F. Name of Lender:</b> Silver State Schools Credit Union 4221 South McLeod Drive Las Vegas, NV 89121			
<b>G. Property Location:</b> 5716 Breckenridge Street, North Las Vegas, NV 89081			
<b>H. Settlement Agent:</b> First American Title Insurance Company Address: 2490 Paseo Verde Parkway, Suite 100, Henderson, NV 89074  Place of Settlement Address: 2490 Paseo Verde Parkway, Suite 100, Henderson, NV 89074		<b>I. Settlement Date:</b>  Print Date: 08/27/2009, 2:25 PM  Disbursement Date:	
<b>J. Summary of Borrower's Transaction</b>		<b>K. Summary of Seller's Transaction</b>	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price		401. Contract Sales Price	✓ 165,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)		403. Total Deposits	1,800.00
104.		404. Listing Broker Credit to Seller from Coldwell Banker	42.89
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes 08/26/09 to 10/01/09 @ \$2502.25/yr	246.80
108. Assessments		408. Assessments	
109.		409. Association Dues 08/26/09 to 09/01/09 @ \$45.00/mo	8.71
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	165,098.40
200. Amounts Paid By Or In Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges (line 1400)	14,822.16
203. Existing loan(s) taken subject		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan - EMC Mortgage Payoff	142,876.24
205.		505. Payoff of second mortgage loan - Bank of America	✗ 7,300.00
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	165,098.40
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from Borrower (line 120)		601. Gross amount due to Seller (line 420)	165,098.40
302. Less amounts paid by/for Borrower (line 220)		602. Less reductions in amounts due to Seller (line 520)	165,098.40
303.		603.	
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement. Settlement Agent: _____ Date: _____			

\* See Supplemental Page for details.

EXHIBIT 4

**Bank of America**

Home Loans

P.O. Box 5170  
SIMI VALLEY, CA 93062-5170

Send Correspondence to:  
P.O. Box 5170  
Simi Valley, CA 93062-5170

Business Address:  
450 American Street  
Simi Valley, CA 93065-6285

Notice Date: April 10, 2013

Loan No.: 135542732

Property Address:  
5716 Breckenridge Street  
North Las Vegas, NV 89081



XX1 5-772-75674-0001700-001-1-000-000-000-000  
MARVIN S KATZ  
8250 POINT GIVEN ST  
LAS VEGAS, NV 89131

#### IMPORTANT MESSAGE ABOUT YOUR HOME LOAN

Dear MARVIN S KATZ,

We are writing to inform you that beginning May 01, 2013, we will transfer the servicing of your home equity line of credit noted above to ~~Specialized Loan Servicing, LLC~~ <sup>As</sup> your new servicer. Specialized Loan Servicing, LLC will handle your loan servicing, including billing, payment processing, and customer support.

Bank of America, N.A. would like to thank you for doing business with us. In the mortgage lending industry, the transfer or sale of loan servicing to other servicing institutions is a common practice and we will work closely with Specialized Loan Servicing, LLC to make the transition as smooth as possible. If you have any questions or concerns regarding this transfer, a Bank of America associate is available to speak with you toll-free at 1-800-669-6607.

If you are currently being considered for a loan modification or other foreclosure avoidance program, please note that Specialized Loan Servicing, LLC is aware of your current status and will have all of your documents. Please engage with Specialized Loan Servicing, LLC to complete the process and determine which programs may best suit your current situation. For more information on working with Specialized Loan Servicing, LLC, please review the frequently asked questions below.

The enclosed notice outlines the important dates and contact information you will need for the transition to Specialized Loan Servicing, LLC. Please note this servicing transfer only applies to the loan noted above. Other accounts you may have with us will not be affected by this change unless you are notified.

#### FREQUENTLY ASKED QUESTIONS

##### What will change with my servicing transfer?

- Your loan number and payment address information will change once your loan has been transferred. Please look for a letter from Specialized Loan Servicing, LLC within the next few weeks which will outline this important information.
- The transfer of your loan to Specialized Loan Servicing, LLC does not affect any terms or conditions of your mortgage loan, other than those terms directly related to the servicing of the loan.
- Your monthly payment will not be affected by this transfer.

##### Will the quality of my loan service change?

- We expect that the quality of your loan service will not change. We are transferring servicing on your loan to Specialized Loan Servicing, LLC, an experienced mortgage servicer who will work with you on your mortgage concerns.

##### Where should I make my home equity line of credit payments?

- You should continue to make your monthly payment to Bank of America through April 30, 2013, you will continue to make your monthly payment as usual. After this date, you should destroy your Bank of America home equity line of credit checks and any Visa® access cards associated with your account as they will no longer be accepted.
- You will begin making payments to Specialized Loan Servicing, LLC on May 01, 2013.
- If your payment is due before you receive a billing statement from Specialized Loan Servicing, LLC, write your new loan number on your check and mail it to the payment address shown on the enclosed notice. Please note, if you do not have the new loan number, you may write your old loan number on the check.

##### What if I have automatic payments set up with Bank of America?

- Any automatic payments set up with us through the PayPlan programs will be discontinued as of April 30, 2013. Please look for instructions from Specialized Loan Servicing, LLC or contact them on or after May 01, 2013 to determine what payment options they may offer.

EXHIBIT 5



Loan No.: 135542732

Notice Date: April 10, 2013

**NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS**

You are hereby notified that the servicing of your home equity line of credit, that is, the right to collect payments from you, will be assigned, sold or transferred from Bank of America, N.A. to Specialized Loan Servicing, LLC, effective May 25, 2013.

The assignment, sale or transfer of the servicing of your home equity line of credit does not affect any terms or conditions of the mortgage instruments, other than those terms directly related to the servicing of your loan.

**YOUR SERVICER PRIOR TO MAY 01, 2013:**

Your *present servicer* is Bank of America, N.A.. If you have any questions relating to the transfer of servicing from your *present servicer*, please call Bank of America, N.A. Customer Service at 1-800-669-6607, Monday-Friday 7a.m. - 7p.m. Local Time. This is a toll-free number.

**YOUR NEW SERVICER ON AND AFTER MAY 01, 2013:**

Your *new servicer* will be Specialized Loan Servicing, LLC. The business address for Specialized Loan Servicing, LLC is: 8742 Lucent Blvd, Suite 300 Highlands Ranch CO 80129.

**Toll-free Number**

The toll-free telephone number of Specialized Loan Servicing, LLC is 1-800-315-4757. If you have any questions relating to the transfer of servicing to your *new servicer*, please call Specialized Loan Servicing, LLC Customer Service toll-free at 1-800-315-4757, 6:00 AM to 6:00 PM, Mountain Standard Time, Monday through Friday.

**Address for Correspondence (other than payments)**

The address to send written correspondence to Specialized Loan Servicing, LLC (other than payments) is:  
Specialized Loan Servicing, LLC, P.O. Box 636005 Littleton CO 80163-6005.

**Address for Mailed Payments**

The address to send payments to Specialized Loan Servicing, LLC is:  
Specialized Loan Servicing, LLC: Attn: Remittance Processing, P.O. Box 105219 Atlanta GA 30348-5219. Please include your loan number on all checks, cashier's checks and other payments sent to Specialized Loan Servicing, LLC.

**INFORMATION CONCERNING YOUR LOAN PAYMENTS:**

The date that Bank of America, N.A. will stop accepting payments from you is April 30, 2013.

The date that your *new servicer* Specialized Loan Servicing, LLC will start accepting payments from you is May 01, 2013. Send all payments due on or after that date to your *new servicer*.

Your loan file is being transferred to your *new servicer*. The initial information provided to Specialized Loan Servicing, LLC follows:

Principal Balance:	\$99,850.00 <sup>X</sup>
Current Interest Rate:	6.375%
Next Payment Due:	06/20/2008

**INFORMATION ABOUT OPTIONAL INSURANCE PRODUCTS:**

The transfer of servicing rights may affect the terms of or the continued availability of mortgage life or disability insurance or any other type of optional insurance in the following manner: Bank of America, N.A. will no longer make payments to the insurance company on your behalf. As a result, your coverage will be cancelled.

You should take the following action to maintain coverage: Coverage will be cancelled. To see if it is possible to maintain coverage, you will need to contact your *new servicer* to discuss coverage options. You may also contact your insurance provider to find out if other billing options can be arranged.



8740 Cent Blvd.  
Suite 300  
Highlands Ranch, CO 80129  
1-800-315-4SLS (4757)

Account Number  
1007550541  
Property Address  
5716 Breckenridge St  
North Las Vegas NV 89081

Statement Date  
05/09/13

## NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Welcome to Specialized Loan Servicing LLC. It is our pleasure to welcome you as a customer. Your home loan servicing was recently transferred to us and this is your official notice of the transfer, as legally required. Your home loan was previously serviced by Bank Of America and you officially became a Specialized Loan Servicing LLC customer effective 05/01/2013. Going forward, Specialized Loan Servicing will handle the servicing of your home loan, which means collecting your monthly home loan payments and handling related issues. Please note the terms and conditions of your mortgage loan documents do not change in any way, other than terms directly related to the servicing of your home loan.

Except in limited circumstances, the law requires that your present servicer send you a notice at least 15 days prior to the effective servicing transfer date, which is also the date you should begin sending your payments to Specialized Loan Servicing. Your present servicer may have provided this notice as part of your loan closing documents. If this is the case, please note that your first payment will be due to Specialized Loan Servicing. Specialized Loan Servicing must also send you this transfer notice no later than 15 days after the transfer date, which is why you are receiving this notice as part of your welcome package.

The date that Bank Of America will stop accepting payments from you is 05/01/2013. All payments due on or after 05/01/2013 should be sent to Specialized Loan Servicing. Your payment options are listed below.

**IF YOUR PROPERTY IS LOCATED IN THE STATE OF TEXAS:** Complaints regarding the servicing of your mortgage should be sent to the Department of Savings and Mortgage Lending, 2601 N. Lamar, Suite 201, Austin, Texas 78705. A toll-free consumer hotline is available at 1-877-276-5550.

Finally, we want to make you aware of certain rights you have under RESPA. A summary is provided at the bottom of this notice.

### ABOUT YOUR RIGHTS UNDER "RESPA"

You should be aware of your rights as a consumer with a home loan. These are explained in detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA)(12 U.S.C. 2605). Some of the highlights are as follows:

If during the first 60 days after your first payment is due to Specialized Loan Servicing, you mistakenly send your payment to Bank Of America, Specialized Loan Servicing is not allowed to charge you a late fee, or to report you to the credit bureau during the 60 day period stated above.

If you send a "qualified written request" to Specialized Loan Servicing concerning the servicing of your loan, we must provide you with a written acknowledgement within 5 Business Days of the receipt of your request. A "qualified written request" is a written correspondence which includes your name and account number and your reasons for the request. Writing a note on your payment coupon or envelope is not considered a "qualified written request". Inquiries or information sent to us via our website is not considered a "qualified written request". Qualified written request must be sent to:

Attn: Customer Care Support  
P.O. Box 636005  
Littleton, CO 80163-6005

Specialized Loan Servicing has 30 Business Days after receiving your request to make any appropriate corrections to your account. We must provide you with a written clarification about any dispute about your account. Within 60 days of receiving your "qualified written request", we may not provide information to a consumer reporting agency concerning any overdue payment related to your qualified written request. However, this does not prevent us from initiating foreclosure if proper grounds exist under your loan documents.

A Business Day is any day excluding legal public holiday (state or federal), Saturday or Sunday.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

EXHIBIT 6

Account Number

1007550541

Property Address

5716 Breckenridge St

North Las Vegas NV 89081

Statement Date

05/09/13

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**IMPORTANT PAYMENT OPTIONS INFORMATION FOR YOUR RECORDS**

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**Address Payment To:**

Specialized Loan Servicing  
P.O. Box 105219  
Atlanta, GA 30348-5219

**Regular Payment Instructions:**

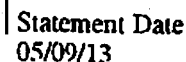
- For payments made by regular mail, and in proper form, please allow 10 days for processing.
- Payments received on a business day prior to 9:00 p.m. EST and in proper form will be effective dated and processed as of the date of receipt.

**Avoid Delays in Payment Processing:**

- Always mail the payment in proper form, which is with coupon in window envelope provided, writing your account number on the check. Failure to do any of these steps may result in a delay in posting.
- **DO NOT SEND CASH.**
- Do not send correspondence with your payment. Send all correspondence to the address listed on this statement.
- In the event that you do not receive your monthly billing statement, **DO NOT DELAY PAYMENT.** Write your account number on your check and mail it to the payment address provided in this statement. Payments must be sent in proper form to avoid a delay in processing.

**Payment Options:**

- Monthly automatic draft - It's free and easy. Just call our Customer Care Center today and sign up.
- Visit our web site and pay on line. There is a fee for this service. Payment received prior to 6:00 p.m. MST will be effective dated the same day.
- Pay by phone. You may use our automated service by calling the Customer Care Center or by speaking with a Customer Care associate. There is a fee for this service. Payments received by 6:00 p.m. MST will be effective dated the same day.
- Payments sent via certified mail or overnight must be sent to the address on this statement. Failure to do so may result in a delay of posting.



MARVIN S KATZ  
8250 POINT GIVEN ST  
LAS VEGAS NV 89131-5908



**Account Number**

1007550541

**Property Address**5716 Breckenridge St  
North Las Vegas NV 89081**Statement Date**

05/09/13

**General Tax and Insurance Information**

Your monthly home loan payment may include an amount to be deposited into an escrow or impound account from which we pay the insurance and/or taxes. We may review this account during the first 12 months to ensure that our monthly payment to this account is appropriate.

1. Any property tax bill sent directly to you should be forwarded immediately to Specialized Loan Servicing Tax Department, so that you can be assisted in avoiding penalties incurred by late payments. Also, you should be sure that you have applied for all money-saving tax exemptions available through your tax authority.
2. The terms of your mortgage loan require that you maintain insurance coverage for at least the amount of the outstanding balance of your loan, or 100% of the insurable value of the improvements. It also must show Specialized Loan Servicing in the mortgagee clause. You can have an active part in determining your monthly escrow payment by verifying with your insurance agent the exact amount of insurance you need to carry, and reminding them that your renewal policy must be sent directly to us well before the renewal date. Without a policy in our office within fifteen days prior to the renewal date, we may have to place coverage with an agent of our choice to protect our security interest. Any insurance correspondence should be forwarded immediately to Specialized Loan Servicing Insurance Department.
3. If you wish to make a mid-term insurance policy substitution, you are responsible for canceling the previous policy and paying the new carrier. You must send us a copy of the cancellation notice for the prior policy, a copy of the new policy with the appropriate mortgagee clause and a paid receipt for the first year's premium.
4. We encourage you to contact your insurance company immediately to verify that your policy reflects Specialized Loan Servicing LLC as your new loan servicer. Your mortgage clause must read as follows: "Specialized Loan Servicing LLC, its successors and/or assigns." Please also provide your agent with your new account number and Specialized Loan Servicing address.
5. To monitor this escrow account, we perform an escrow analysis annually, resulting in a payment adjustment based on the most recent amounts paid for taxes and insurance. The new payment will collect for the current year exactly what was previously paid out. Because we cannot anticipate the local tax increases or insurance costs, an increase in these factors will result in escrow changes and/or shortages.

**Important Information**

While the servicing of your Home Equity Line of Credit will be transitioning to SLS on the effective date of your welcome letter, the requirements and obligations of the lender will not. SLS will facilitate your lending privileges, such as ordering checks and processing your requested draws; however, SLS will not be your lender.

**Additional Important Information**

**Optional Insurance** - SLS does not currently offer life insurance or disability insurance. If you were previously enrolled in this service, it will no longer be part of your monthly payment. You should contact your provider to arrange for payment or cancellation of this service.

**Monthly Automatic payment drafting** - Specialized Loan Servicing is pleased to offer this service. Simply contact our Customer Service department at 1-800-315-4SLS (4757). If you previously arranged with your prior Servicer to have your monthly mortgage payment drafted from your bank account, that service was automatically discontinued when your loan was transferred to SLS. If you would like to continue to have your monthly mortgage payment drafted from your bank account, you must enroll with SLS in order to take advantage of this service for your future payments.

**End of Year Statements** - Every year, in January, we will send you an accounting of your loan for the previous calendar year along with a statement of taxes and interest paid for income taxes purposes. Please be sure to keep us advised of any change in your mailing address.

**Important Messages**

For your protection, please be advised that we are attempting to collect a debt and any information obtained will be used for that purpose. Calls will be monitored and recorded for quality assurance purposes. If you do not wish for your call to be recorded, please notify the customer service associate when calling.

Attention to any Customer in Bankruptcy or who has received a bankruptcy discharge of this debt: please be advised that this letter constitutes neither a demand for payment of the captioned debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code, however, it may be a notice of possible enforcement of our lien against the collateral property, which has not been discharged in your bankruptcy.



8742 Lucent Blvd., Suite 300  
Highlands Ranch, CO 80129-2386  
1-800-315-4SLS (4757)

\* 0429122 000001308 09V001 0079001

MARVIN S KATZ  
8250 POINT GIVEN ST  
LAS VEGAS NV 89131-5908



05/12/2013

RE: Loan Number: 1007550541  
Property Address: 5716 BRECKENRIDGE ST  
NORTH LAS VEGAS NV 89081

Loan Information  
Prior Servicer  
Current Creditor

BANK OF AMERICA

Original Principal Balance

\$100000.00

Debt Information as of 04/20/13

Next Payment Due Date	06/20/08
Unpaid Principal Balance	\$99850.00
Deferred Principal Amount	\$0.00
Deferred Interest Amount	\$0.00
Interest Uncollected	\$32438.28
Escrow Balance/Advances	\$-0.00
Total outstanding fees	\$0.00
Total Debt	<del>\$132288.28</del> X

Please note that the Total Debt does not include any fees or interest that may accrue after the date of this letter and does not necessarily represent the current amount required to pay your loan in full.

**IMPORTANT INFORMATION IS ON THE NEXT PAGE. PLEASE READ IT**

**EXHIBIT 7**



May 26, 2013

SLS  
8742 Lucent Blvd. (Ste. 300)  
Highlands Ranch, CO 80129

Re: SLS Acct. #1007550541

Sir:

I am in receipt of your recent correspondence with regard to BAC loan #135542732, relative to property address 5716 Breckenridge Street N. Las Vegas, NV 89081.

Please be advised that this is a "qualified written request" to inform you that this balance was fully satisfied at the close of the short sale dated 8/27/2009 at 2:25 PM.

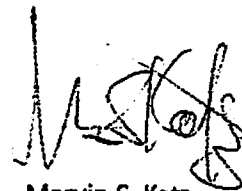
A promissory note in the amount of \$10,000 was provided by me, Marvin S. Katz, as full satisfaction for this loan balance.

In a letter dated July 29, 2009 from Bank of America to me, with regard to acct #135542732, the following is a direct quote: If the short sale is contingent upon BAC Home Loan Servicing LP and/or its investors receiving a promissory note, we will reserve the right to collect the full amount on the new promissory note, which may lead us to pursuing a deficiency on that balance, should the need arise. If the short sale does not close, then we will pursue all remedies under our note and mortgage. This offer is contingent upon BAC Home Loan Servicing LP receiving a properly executed and notarized promissory note, if applicable, to this short sale transaction.

I issued a properly executed and notarized promissory note dated 7/29/2009, in the amount of \$10,000, payable in equal monthly installments of \$83.33 beginning 10/1/2009, payable to BAC Home Loan Servicing LP. All the payments have been made timely and are current as of today, May 26, 2013. (It is currently being paid to Dyck-O'Neal).

Please correct your records to reflect the above information.

Thank you in advance.



Marvin S. Katz

My new mailing/residence address is:  
8517 Sherwood Park Drive  
Las Vegas, NV 89131

June 7, 2013

SLS

8742 Lucent Blvd. (Ste. 300)

Highlands Ranch CO 80129

Re: account #1007550541

Statement received dated 5/26/13

I have received your statement dated May <sup>12</sup>26, 2013 and I am informing you that this is incorrect. There is no, and I repeat no debt outstanding on the referenced property, 5716 Breckenridge St. N. Las Vegas NV 89081. Also, there is no debt owed by me.

On May 26, 2013, I responded to your initial letter and informed you that this debt to Bank of America was fully satisfied and discharged with my issuance of a promissory note, fully executed and notarized, in the amount of \$10,000, in the favor of Bank of America. This was done August 27, 2009, at the close of the short sale. I have been paying this note since October 1, 2009 on a timely basis and continue to pay it to Dyck O'Neal, in monthly installments of \$83.33.

I have talked to Tim and Roberto at your office (phone # 800-268-9706) about my letter and they said a response is coming by July 8th.

Again, do not send these statements to me as this debt does not exist.

Thank you.

  
Marvin S. Katz



# EQUIFAX

**CREDIT FILE : December 15, 2014**

**Confirmation # 4349001809**

Dear Marvin S Katz:

Below are the results of your reinvestigation request and, as applicable, any revisions to your credit file. If you have additional questions regarding the reinvestigated items, please contact the source of that information directly. You may also contact Equifax regarding the specific information contained within this letter or report within the next 60 days by visiting us at [www.investigate.equifax.com](http://www.investigate.equifax.com) or by calling a Customer Representative at (888) 425-7961 from 9:00am to 5:00pm Monday-Friday in your time zone.

For an added convenience, use one of the below options to start an investigation or check the status of your dispute.

Please note, when you provide documents, including a letter, to Equifax as part of your dispute, the documents may be submitted to one or more companies whose information are the subject of your dispute.

Visit us at [www.equifax.com/CreditReportAssistance](http://www.equifax.com/CreditReportAssistance) or Call us at 866-349-5186.

Thank you for giving Equifax the opportunity to serve you.

## The Results Of Our Reinvestigation

### Credit Account Information

(For your security, the last 4 digits of account number(s) have been replaced by \*)  
(This section includes open and closed accounts reported by credit grantors)

<b>Account History</b>	1 : 30-59 Days Past Due	5 : 150-179 Days Past Due	J : Voluntary Surrender
<b>Status Code</b>	2 : 60-89 Days Past Due	6 : 180 or More Days Past Due	K : Repossession
<b>Descriptions</b>	3 : 90-119 Days Past Due	G : Collection Account	L : Charge Off
	4 : 120-149 Days Past Due	H : Foreclosure	

>>> **We have researched the credit account. Account # - 2606\* The results are:** This creditor is currently reporting a zero balance for this account. If you have additional questions about this item please contact: **Bank of America, 1800 Tapo Canyon, Ca6 914 01 91, Simi Valley CA 93063 Phone: (800) 451-6362**

### Bank of America, N.A. 1800 TAPO CANYON CA6 914 01 91 SIMI VALLEY CA 93063 : (800) 451-6362

Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification				
2606*		08/01/2003	\$202,650	\$0	30Y		26	Paid and Closed					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Mq. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
10/01/2005	\$0	\$0		\$0	\$1,485		09/2005		\$0		\$0		10/2005

Status - Pays As Agreed; Type of Account - Mortgage; Type of Loan - Conventional Re Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance;

>>> **We have researched the credit account. Account # - 14069\* The results are:** This creditor is currently reporting a zero balance for this account. If you have additional questions about this item please contact: **Bank of America, 1800 Tapo Canyon, Ca6 914 01 91, Simi Valley CA 93063 Phone: (800) 451-6362**

P.O. Box 10518  
Atlanta, GA 30348

EXHIBIT E

000003524 FOECA1216140029280000 01 000000  
001808657-5065  
Marvin S Katz  
7922 Villa Pintura Ave  
Las Vegas, NV 89131-1681

**CREDIT FILE : December 15, 2014****Confirmation # 4349001809****Bank of America, N.A. 1800 TAPO CANYON CA6 914 01 91 SIMI VALLEY CA 93063 : (800) 451-6362**

Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification				
13554*		04/01/2006	\$100,000	\$100,000		Monthly	39	Paid and Closed					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
08/01/2009	\$0	\$0	05/2008	\$0	\$541		05/2008		\$0		\$0		08/2009

Status - Pays As Agreed; Type of Account - Line of Credit; Type of Loan - Home Equity Line Of Credit; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Paid For Less Than Full Balance; Closed or Paid Account/Zero Balance;

Account History with Status Codes	07/2009	06/2009	05/2009	04/2009	03/2009	02/2009	01/2009	12/2008	11/2008	10/2008	09/2008	08/2008	07/2008
	4	4	4	4	4	4	4	4	4	4	3	2	1

>>> **We have researched the credit account. Account # - 100755\* The results are:** This creditor is currently reporting a zero balance for this account. Adverse accounts that have been paid in full will automatically be deleted seven years from the date of last activity. If you have additional questions about this item please contact: **Specialized Loan Services, 8742 Lucent Blvd Ste 300, Highlands Ranch CO 80129-2386 Phone: (720) 241-7200**

**(Specialized Loan Services) 8742 Lucent Blvd Ste 300 Highlands Ranch CO 80129-2386 : (720) 241-7200**

Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification				
100755*		04/24/2006	\$0	\$100,000		Monthly	3	Closed					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
08/31/2013	\$0	\$0	06/2013	\$0	\$451	07/2008		08/2013	\$99,850		\$0		

Status - Charge Off; Type of Account - Line of Credit; Type of Loan - Home Equity Line Of Credit; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Closed At Consumers Request; Charged Off Account;

>>> **We have researched the credit account. Account # - 14056\* The results are:** This creditor is currently reporting a zero balance for this account. If you have additional questions about this item please contact: **Bank of America, 1800 Tapo Canyon, Ca6 914 01 91, Simi Valley CA 93063 Phone: (800) 451-6362**

**Bank of America, N.A. 1800 TAPO CANYON CA6 914 01 91 SIMI VALLEY CA 93063 : (800) 451-6362**

Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification				
14056*		07/01/2006	\$357,554	\$0	30Y	Monthly	2	Paid and Closed					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
12/01/2006	\$0	\$0	12/2006	\$0	\$2,273		12/2006		\$0		\$0		12/2006

Status - Pays As Agreed; Type of Account - Mortgage; Type of Loan - Conventional Re Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance;



8742 Lucent Boulevard Suite 300 Highlands Ranch, CO 80129  
12/09/2014

800-315-4757  
720-241-7218

MARVIN S KATZ  
8517 SHERWOOD PARK DRIVE  
LAS VEGAS, NV 89131

RE: Loan Number: 1007550541  
Property Address:  
5716 BRECKENRIDGE ST  
NORTH LAS VEGAS, NV 89081

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

Dear MARVIN S KATZ,

Specialized Loan Servicing LLC has received your letter regarding the above referenced loan. Your qualified written request or general correspondence is currently under review. We realize the urgency of your inquiry and we appreciate your patience. We will have a response issued to you within 30 business days. If your property is in the state of North Carolina or Washington, a response will be issued within 15 days.

If you have any questions, please contact Customer Care at 1-800-315-4757 between 6:00 a.m. and 6:00 p.m. MT Monday through Friday. TDD number – 1-800-268-9419 Monday through Friday between 8:00 a.m. and 5:00 p.m. MT.

Sincerely,

Customer Care Support  
Specialized Loan Servicing, LLC

**BANKRUPTCY NOTICE- IF YOU ARE A CUSTOMER IN BANKRUPTCY OR A CUSTOMER WHO HAS RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT: PLEASE BE ADVISED THAT THIS NOTICE IS TO ADVISE YOU OF THE STATUS OF YOUR MORTGAGE LOAN. THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF, WHO MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT BE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. HOWEVER, IT MAY BE A NOTICE OF POSSIBLE ENFORCEMENT OF THE LIEN AGAINST THE COLLATERAL PROPERTY, WHICH HAS NOT BEEN DISCHARGED IN YOUR BANKRUPTCY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR CUSTOMER CARE CENTER AT 800-306-6057.**

Letter 5.20 Loan Number: 1007550541 12/09/2014

Setting the Standard  
[www.sls.net](http://www.sls.net)

**EXHIBIT F**